



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

October 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE SHERIFF TO EXECUTE A
TRADEMARK LICENSE AGREEMENT WITH JOSTENS, INC.
FOR ACADEMY GRADUATION RINGS AND DIPLOMA FRAMES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Sheriff to execute a Trademark License Agreement with Jostens, Inc., (Jostens) to use certain Los Angeles County Sheriff's Department (Department) trademarks in the production and sale of academy graduation rings and diploma frames, in exchange for a gross sales percentage royalty to be deposited into the Department's Special Training Fund, for an initial term of one year, with automatic one year renewal periods thereafter, terminable upon written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Jostens, a ring manufacturing company, proposes to produce graduation rings and diploma frames for sale to Department academy graduates. Jostens will use the Department's Sheriff's Star and slogan, "A Tradition of Service," each of which is a registered trademark.

This Trademark License Agreement (Agreement) provides benefits for the County, including compensation and the ability to control the use of the Department's intellectual property. This Agreement will ensure that the intellectual property retains its integrity and strength.

A Tradition of Service

Implementations of Strategic Plan Goals

The proposed Agreement supports the County's Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity and providing revenue to support the Department's Special Training Fund.

FISCAL IMPACT/FINANCING

Under this Agreement, the Department will receive royalties equal to five percent (5%) of gross sales revenue of all items sold by Jostens herein. Gross sales revenue is defined to include the entire amount of money invoiced by Jostens to its customers, excluding only sales tax, duties, shipping costs, and handling charges. A royalty rate of five percent is consistent with the industry standard for similar trademark license agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, the County grants Jostens a non-exclusive license to use the trademarked Department Sheriff's Star and slogan, "A Tradition of Service," in production of rings and diploma frames, to be produced and sold to Department academy graduates.

Jostens is required to submit samples of each of its products using the trademarks and all proposed packaging and business material to the Department for review and approval prior to initial production. The Agreement requires Jostens to comply with all applicable laws, indemnify the County, and provide proof of adequate products liability insurance. The Agreement also contains provisions requiring compliance with the County lobbyist ordinance, non-discrimination laws, and restrictions against improper consideration. The Agreement has been reviewed and approved by County Counsel, as to form.

The initial term of the Agreement commences on the date of execution by the Sheriff and expires in one year thereafter. Under the terms of the Agreement, at the end of the initial term, the Agreement is extended automatically for additional one year periods, if Jostens has remained in full compliance with all terms of the Agreement. The Agreement may be terminated upon written notice given no later than 90 days prior to the end of a term.

CONTRACTING PROCESS

As the proposed Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required for such agreements are not necessary in this instance.

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IMPACT ON CURRENT SERVICES

The Agreement will have no impact on current services. The rings and diploma frames will be made and marketed at no cost to the County. Approval of this Agreement will assist the Department in funding the Department's Special Training Fund.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Department's Administrative Services Division for further processing.

Sincerely,

A handwritten signature in black ink that reads "Leroy D. Baca". The signature is written in a cursive style with a large, stylized "L" and "B".

LEROY D. BACA
SHERIFF

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of August 2006, (hereinafter referred to as the "Effective Date"), by and between, the County of Los Angeles Sheriff's Department and the County of Los Angeles, both government agencies organized under the laws of the State of California (hereinafter referred to as "LICENSOR") and Jostens, Inc., a Minnesota corporation, with a place of business at 148 East Broadway, Owatonna, MN 55060 (hereinafter referred to as "LICENSEE").

I. RECITALS

This Agreement is entered into by and between the foregoing parties in view of the facts and under the circumstances hereinafter recited.

1. LICENSOR provides police and civil protection services and a wide variety of other goods and services under the registered trademarks identified as the SHERIFF'S STAR and LOS ANGELES COUNTY SHERIFF'S DEPARTMENT and various other trademarks.
2. LICENSEE desires to obtain a license from LICENSOR to use the LICENSOR's marks and logos when used in association with products manufactured and marketed by LICENSEE.
3. LICENSOR desires to be compensated for LICENSEE's use of the LICENSOR's marks and desires to protect the value of its name and marks through this license agreement.
4. LICENSOR is willing to grant to LICENSEE a non-exclusive license to use the SHERIFF'S STAR and LOS ANGELES COUNTY SHERIFF'S DEPARTMENT marks, subject to the terms and conditions of this Agreement, which terms and conditions are acceptable to LICENSEE.

NOW, THEREFORE, in consideration of the exchange of covenants and promises herein made, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as hereinafter set forth.

II. DEFINITIONS

1. **Licensed Trademarks:** The term "Licensed Trademarks" as used herein mean and include the SHERIFF'S STAR and LOS ANGELES COUNTY SHERIFF'S

DEPARTMENT marks depicted in Exhibit A attached hereto and, by the foregoing reference, incorporated herein.

2. **Licensed Products:** The term "Licensed Products" as used herein means and includes the following:

- a) Jewelry, namely, rings
- b) Diploma frames

which bear one or both of the Licensed Trademarks.

3. **Territory:** The term "Territory" as used herein means and includes all countries of the world presently and hereafter existing.
4. **Gross Sales Revenue:** The term "Gross Sales Revenue" as used herein means and includes the entire amount of money invoiced by LICENSEE to its customers of the Licensed Products, regardless of if, when, or how paid, excluding only any sales taxes duties, shipping costs and handling charges and credits for returns which are included in LICENSEE's invoices. Except for the foregoing exclusions, no other amount of any kind whatsoever, however characterized, may be deducted or excluded by LICENSEE from its invoice in calculating its Gross Sales Revenue hereunder. More specifically, but, without limiting the generality of the above provisions, sales commissions, trade allowances, cash discounts, advertising allowances, and bad debts shall not be deducted or excluded from its invoices by LICENSEE. Gross Sales Revenue shall be deemed to accrue on the date that LICENSEE dispatches an invoice for Licensed Products to a purchaser thereof, or on the tenth (10th) business day following shipment of the Licensed Product to such purchaser, whichever date occurs first.

III.

GRANT OF LICENSE

1. **Grant:** LICENSOR hereby grants to LICENSEE a non-transferable, non-exclusive license to use the Licensed Trademarks in conjunction with the marketing, promotion, and sale of the Licensed Products, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, nothing in this section shall prevent LICENSEE from manufacturing licensed products through third-party suppliers, provided that such suppliers are approved by LICENSOR and provided further that such third-party suppliers are granted no right to use the marks and logos except as necessary to manufacture products authorized by this Agreement.

IV.

MARKETING; QUALITY CONTROL; CHANNELS OF TRADE

1. **Acknowledgment of Prestige of Licensed Mark:** LICENSEE hereby acknowledges the prestige, high reputation, and goodwill acquired by LICENSOR in the Licensed Trademarks (and all formatives thereof), and the substantial investment made by LICENSOR to achieve the same.
2. **Prior Approval of Licensed Products, Packaging and Business Materials:** LICENSEE shall furnish to LICENSOR at LICENSEE's sole expense, representative artwork of each proposed Licensed Product, in addition to representative artwork of all proposed Packaging Materials and Business Materials, for LICENSOR's written approval prior to the production thereof. LICENSOR shall have thirty (30) business days following its receipt of any such Licensed Product or item in which to accept or reject the same. Any Licensed Product or item of Packaging Material or Business Material submitted to LICENSOR in accordance with this Paragraph 2 for approval shall be deemed approved by LICENSOR if LICENSOR fails to respond within said thirty (30) business days following receipt thereof.
3. **Additional Restraints:** LICENSEE covenants and agrees that each Licensed Product and all Packaging Materials and Business Materials shall be of good quality in material, design, and manufacture and of a standard at least as high as that of the final artwork of such Licensed Product or item approved in writing by LICENSOR in accordance with Paragraph 2 immediately above.
4. **LICENSOR Not Prejudiced by Right of Approval:** LICENSEE hereby acknowledges and agrees that LICENSOR's right to indemnification under this Agreement shall not be deemed to have been waived or otherwise limited in any way by virtue of LICENSOR's approval of, or failure to disapprove or object to, any Licensed Product, item of the of the Packaging Materials and/or Business Materials, or its approval of, or failure to disapprove or object to, any act or practice of LICENSEE. In this connection, LICENSOR expressly disclaims any liability arising or alleged to arise by virtue of its right of approval, whether or not exercised, with respect to any of the foregoing things, or any act or practice of LICENSEE.
5. **Compliance with Law:** LICENSEE hereby covenants and agrees that LICENSEE shall obtain, at its own expense, any and all consents, approvals, authorizations, licenses, permits, registrations, and similar entitlements required by any country, commonwealth, territory, dependency, state, or possession within the Territory, or other political subdivision contained therein, or by any independent agency, that are or may during the term of this Agreement (including any extensions thereof and any post-termination license period, as hereinafter provided) become necessary or desirable in connection with the execution, delivery, or performance of this Agreement by LICENSEE or LICENSOR, as the case may be, or to effectuate the purposes of this Agreement. LICENSEE further covenants and agrees that, throughout the term of this Agreement (including any extensions

thereof); all Licensed Products shall be manufactured, packaged, advertised, distributed, and sold in accordance with all applicable laws.

V.

OWNERSHIP AND USE OF LICENSED TRADEMARKS

1. **Acknowledgment of Ownership of Licensed Trademarks:** LICENSOR represents and warrants that LICENSOR is the sole and exclusive owner of the Licensed Trademarks and has all rights necessary to grant the license under this Agreement. LICENSEE hereby acknowledges and agrees that LICENSOR is the sole and exclusive owner of the Licensed Trademarks identified in Exhibit A and all of the goodwill associated with the Licensed Trademarks, and that the Licensed Trademarks and such goodwill shall remain at all times the sole and exclusive property of LICENSOR. All use by LICENSEE of the Licensed Trademarks shall be deemed to inure exclusively to the benefit of LICENSOR. To the extent that any rights in or to the Licensed Trademarks or any aspect thereof are deemed to accrue to LICENSEE, LICENSEE hereby irrevocably assigns any and all such rights, at such time as they may be deemed to accrue, including any and all related goodwill, to LICENSOR. LICENSEE further agrees that it will not, directly or indirectly at any time during the term of this Agreement or thereafter, (i) question, challenge, or attack the ownership right, title, or interest of LICENSOR in or to the Licensed Trademarks or any aspect thereof (including the goodwill related thereto), or (ii) apply to register in any country or jurisdiction in the world or claim any rights in any of the Licensed Trademarks or any aspect thereof (including the goodwill related thereto). If LICENSEE owns any existing application for registration or registrations for any of the Licensed Trademarks anywhere in the world, LICENSEE shall immediately assign any existing registrations for the Licensed Trademarks to LICENSOR. With respect to any application for registration of the Licensed Trademarks, LICENSEE shall immediately assign such registrations to LICENSOR upon registration.
2. **Form and Uses of Licensed Trademarks:**
 - (a) LICENSEE shall use the Licensed Trademarks only in forms approved by LICENSOR, as aforesaid, such forms encompassing, without limitation, lettering styles, scripts, colors, and designs previously approved by LICENSOR. LICENSEE shall cause appropriate notice or indicia of LICENSOR's ownership of the Licensed Trademarks and, if appropriate, notice of registration thereof, in a form prescribed by LICENSOR and/or as required by law, to appear on all Licensed Products, all Packaging Materials, Business Materials and Advertising Materials on which any of the Licensed Trademarks appear. Due to the very small scale of the rings, an indicia statement insert included in the ring box will satisfy this requirement.

- (b) LICENSEE covenants and agrees that the Licensed Trademarks will not be used by or on behalf of LICENSEE in any way other than as expressly authorized herein. Specifically, but without limitation, the Licensed Trademarks shall not be used in any manner in connection with any special programs, plans, ideas, promotions, or tie-ins without LICENSOR's prior written approval. Without limiting the generality of the foregoing, under no circumstances shall the Licensed Trademarks be used by or on behalf of LICENSEE in any way which, in the judgment of LICENSOR, could impair, tarnish or otherwise reflect adversely upon LICENSOR's public image or reputation, and LICENSEE shall take no action which, in the judgment of LICENSOR, could impair, tarnish, or otherwise reflect adversely upon LICENSOR's public image or reputation. LICENSEE acknowledges and agrees that this provision shall be deemed violated in the event that there is a significant level or number (in light of the number of Licensed Products sold under this Agreement) of complaints with respect to the quality of any Licensed Product.

VI.

ROYALTIES; PAYMENTS; ACCOUNTING

1. **Royalties:** LICENSEE shall pay to LICENSOR royalties equal to five percent (5%) of LICENSEE's Gross Sales Revenue during the term of this Agreement (hereinafter referred to as "Earned Royalties"). Earned Royalties shall accrue with respect to LICENSEE's sale of a Licensed Products on the date on which LICENSEE invoices its purchasers of such Licensed Products, or on that date which is ten (10) business days following the date of shipment of such Licensed Products, whichever occurs first. LICENSEE's obligation to pay Earned Royalties to LICENSOR shall accrue even if LICENSOR is in default, hereunder, and shall be paid and reported as hereinafter provided. Further, in no event, may any costs or losses incurred in the manufacture, packaging, sale, distribution, advertisement, or exploitation of any Licensed Products, or any other costs, losses or allowances of any kind whatsoever of LICENSEE's be deducted from the royalty compensation payable by LICENSEE to LICENSOR hereunder.
2. **Payments:** LICENSEE will provide to LICENSOR quarterly Royalty payments and quarterly Royalty Reports within thirty (30) days following the last day of each calendar quarter. The Royalty Reports will set forth the calculation of the Royalty amount in addition to information necessary to calculate the Royalty amount.
3. **Delinquent Payments:** Without prejudice to any of LICENSOR's rights or remedies hereunder, any amounts owing by LICENSEE to LICENSOR hereunder and past due shall automatically be subject to an interest charge at an annual rate of two percentage points over the prevailing prime rate (or reference rate if "prime" rate is not used) of Wells Fargo Bank in Los Angeles, California.

Payments by LICENSEE shall first be credited against such interest charges. In no event shall the interest rate applicable hereunder exceed the maximum rate permitted by applicable law.

4. **Books and Records; Audit:** LICENSEE shall keep, maintain, and preserve at LICENSEE's place of business, for at least five (5) years following the date of the last statement to be furnished pursuant to Paragraph 2 immediately above, complete and accurate books and records of accounts regarding the sale of Licensed Products, including, without limitation, correspondence, purchase orders, shipping documents, bills of lading, invoices, receipts, banking and financial records, and records relating to taxes, duties, trade and cash discounts, freight charges, and all other records pertaining to the sale of Licensed Products. LICENSOR and its agents and representatives shall have the right to inspect and audit such books and records at any time during or after the term of this Agreement, provided that LICENSEE shall receive reasonable, prior written notice of such pending inspection, and provided further that said inspection shall take place during the regular business hours of LICENSEE and at the place where such books and records are maintained. At LICENSOR's request, LICENSEE shall make available to LICENSOR and its agents and representatives at LICENSEE's place of business requested portions of such books and records and related documents for copying. LICENSEE agrees not to cause or permit any interference with LICENSOR or its agents or representatives in the performance of their inspection and audit, and LICENSEE agrees to cause its accountants and bookkeepers to cooperate reasonably in the audit. Any such audit by LICENSOR shall be at the sole expense of the party or parties initiating such audit; PROVIDED, however, that if such audit reveals a shortage in the payments made to LICENSOR hereunder of six percent (6%) or more, then LICENSEE shall bear and shall promptly pay, upon LICENSOR's request, the direct and reasonable costs of such audit, and shall also promptly pay to LICENSOR the full amount of such shortage.

VII.

TERM; EARLY TERMINATION; EXTENSION OF TERM

1. **Term:** The initial Term of this Agreement will be for one year from the Effective Date provided herein; thereafter, this Agreement will automatically renew for additional one-year renewal periods. LICENSOR or LICENSEE may terminate this Agreement by giving the other party written notice of termination no later than ninety (90) days prior to the expiration of the initial term or any applicable renewal term. LICENSOR or LICENSEE may terminate this Agreement upon ten (10) days notice of breach of the Agreement if the breaching party fails to cure such breach within the ten-day period. If terminated, LICENSEE will pay to LICENSOR, within thirty days of the termination date, all Royalties owed to LICENSOR. Notwithstanding the above, LICENSEE shall retain its right to fulfill its warranty obligations.

2. **Termination:** Upon termination of this Agreement, LICENSEE agrees to immediately discontinue all use of the Licensed Marks and any term or logo confusingly similar thereto. Notwithstanding the above, upon termination, LICENSEE shall retain the right to fulfill their warranty obligations on Licensed Products sold pursuant to this Agreement.

VIII.

ENFORCEMENT OF TRADEMARK RIGHTS

1. **Enforcement of Rights:** LICENSEE shall notify LICENSOR in writing of any act or alleged act, of any person or entity, of unfair competition, infringement, or imitation of the Licensed Trademarks on any article whether or not similar to any Licensed Product known to LICENSEE. LICENSOR, if it so desires, may commence or prosecute any claims or suits at the cost and expense of LICENSOR in its own name. Notwithstanding anything herein to the contrary, LICENSEE shall not institute any suit or take any action in the name of LICENSOR, whether offensive or defensive, against a third party on account of any such act of infringement or imitation without the prior written consent of LICENSOR which consent LICENSOR may withhold, if and as it deems appropriate, for any reason, in its sole discretion and judgment, nor shall LICENSEE institute any suit or take any action in its own name, whether offensive or defensive, against a third party on account of any such act of infringement or imitation without giving prior written notice to LICENSOR.

IX.

INDEMNIFICATION; PRODUCTS LIABILITY INSURANCE

1. **Indemnification:**
 - (a) LICENSEE agrees to indemnify and hold harmless the LICENSOR, and the LICENSOR'S officers, employees, and agents from any and all claims, demands, lawsuits, damages, liabilities, costs, and expenses relating to or arising out of the manufacture or sale of the Licensed Products, with the exception of any claim alleging copyright infringement, trademark violation or other intellectual property injury or damage arising from LICENSEE's use of the Licensed Marks. LICENSEE agrees to maintain in effect, throughout the term of this Agreement, product liability insurance for protection of LICENSOR for bodily injury and for property damage in the face amount of one million dollars (\$1,000,000.00). Insurance shall be provided with respect to all claims for damages arising out of the manufacture or sale of the Licensed Products. LICENSOR shall be named as an additional insured and shall be furnished with a certificate of such insurance.

- (b) LICENSOR agrees to indemnify and hold Jostens harmless from and against any successful claim, loss, damage, liability and expense including without limitations reasonable attorneys fees arising from or related to any judgment against Jostens for a violation of trademark, copyright or any other intellectual property rights related to the Licensed Trademarks.

X.

REPRESENTATIONS AND WARRANTIES

1. **Representations and Warranties of LICENSOR:** LICENSOR represents and warrants to LICENSEE as follows:

- (a) Neither the execution and delivery of this Agreement nor the consummation of the actions contemplated hereby will (i) violate any provisions of the regulations or bylaws of LICENSOR; (ii) violate, or be in conflict with or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under any contract to which LICENSOR is a party; or (iii) violate any laws, statutes, ordinances, regulations, decrees, judgments, and orders (including, without limitation, all federal, state and local laws, rules and regulations with respect to consumer health, safety and protection, employment practices and benefits, terms and conditions of employment, health and safety, building and zoning, environmental protection and corrupt practices) (hereinafter referred to collectively as "Laws") binding upon LICENSOR.
- (b) LICENSOR has the full and unrestricted right, power and authority to enter into and perform the terms, covenants, and conditions of this Agreement and to be bound thereby during the entire term of this Agreement. This Agreement constitutes a legal, valid, and binding obligation of LICENSOR, enforceable against LICENSOR in accordance with its terms.
- (c) No representations or warranties of LICENSOR contained in this Agreement, and no other information provided by LICENSOR to LICENSEE or LICENSEE's agents or representatives, contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact, necessary to make the statements herein or therein not misleading.

2. **Representations and Warranties of Licensee:** LICENSEE represents and warrants to LICENSOR as follows:

- (a) LICENSEE is a duly organized and validly existing corporation in good standing under the laws of the State of Minnesota. LICENSEE is or will be at all times duly qualified to do business and is and will be at all times in

good standing in each jurisdiction in the Territory in which the conduct of its business or the ownership, leasing, or use of its properties makes such qualification necessary.

- (b) Neither the execution and delivery of this Agreement nor the consummation of the actions contemplated hereby will (i) violate any provisions of the articles of incorporation or bylaws of LICENSEE; (ii) violate, or be in conflict with or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under any contract to which LICENSEE is a party; or (iii) violate any Laws binding upon LICENSEE.
- (c) LICENSEE has the full and unrestricted right, power and authority to enter into and perform the terms, covenants, and conditions of this Agreement and to be bound thereby during the entire term of this Agreement. This Agreement constitutes a legal, valid, and binding obligation of LICENSEE, enforceable against LICENSEE in accordance with its terms.
- (d) LICENSEE has (i) complied with all Laws, and LICENSEE has not received any notice asserting or alleging any noncompliance with any Laws; (ii) filed with the proper authorities each statement, report, information and form required by each Law; and (iii) maintained in full force and effect each license, permit, registration and similar entitlement necessary or proper in the conduct of its business and operations, and, to the best knowledge of LICENSEE, no revocation or limitation thereof is threatened or pending.
- (e) No representations or warranties of LICENSEE contained in this Agreement, and no other information provided by LICENSEE to LICENSOR or to LICENSOR's agents or representatives, contain or will contain an untrue statement of material fact, or omits or will omit to state a material fact, necessary to make the statements herein or therein not misleading.

XI.

OTHER PROVISIONS

1. **Reservation of Rights:** LICENSOR retains all rights not expressly and exclusively conveyed herein.
2. **Notices:** All notices required or permitted under this Agreement shall be sent in writing to the other party by hand, over-night courier, Telecopier, or registered or certified mail, postage prepaid, return receipt requested, as follows:

If to LICENSOR, to: Los Angeles County Sheriff's Department
Paul Yoshinaga
4700 Ramona Boulevard, Suite #225
Monterey Park, California 91754
Phone: (323) 526-5045
Fax: (323) 267-6687

With copies of Legal Notices to: Dax Alvarez
Blakely Sokoloff Taylor & Zafman LLP
12400 Wilshire Boulevard, Seventh Floor
Los Angeles, California 90025-1030
Phone: (310) 207-3800
Fax: (310) 820-5988

If to LICENSEE, to: Jostens, Inc.
Attn: Trademark Licensing Manager
148 East Broadway
Owatonna, MN 55060
Phone: (800) 854-7464 x6418
Fax: (507) 455-6584

With copies of Legal Notices to: Jostens, Inc.
Attn: General Counsel
5501 American Boulevard West
Minneapolis, MN 55437

The foregoing addresses and telecopy numbers shall be deemed valid until the party whose address and telecopy number is listed above notifies the other party in writing of any change thereto.

3. **Parties' Relationship:** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or to make either party the agent or legal representative of the other. Neither party is granted hereby any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other party in any manner whatsoever.
4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America without reference to conflict or choice of laws principles.
5. **Entire Agreement; Modification:** This Agreement contains the entire agreement of the parties and there are no representations, warranties, inducements, promises, covenants, agreements, or undertakings between the parties other than those set forth herein or which may be subsequently entered into and recorded in

writing executed by all parties. Any prior written or oral and any contemporaneous oral negotiations, representations, warranties, inducements, promises, covenants, agreements, or undertakings concerning the subject matter of this Agreement not expressly set forth herein are of no force or effect. No amendments to this Agreement shall be binding unless such amendments shall be in writing and duly executed by all parties hereto.

6. **Successors and Assigns; No Third Party Beneficiaries:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives and permitted successors and assigns. The terms of this Agreement shall be for the benefit of the parties hereto and their respective successors and permitted assigns only, and shall not inure to the benefit of any other person or entity. LICENSOR may assign this Agreement and delegate its duties hereunder to any successor or assignee. The parties may assign this Agreement and delegate their duties hereunder to any successor or assignee provided that such successor or assignee agrees in writing (which shall be delivered to the non assigning Party) to be bound by all of the terms and conditions of this Agreement.
7. **Waiver of Breach:** No waiver by any party hereto of any provision of this Agreement shall operate or be construed as a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
8. **Severability:** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable after all appeals have either been exhausted or the time for any appeals to be taken has expired, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
9. **Disputes; Consent to Jurisdiction:** With reference to any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or material breach of this Agreement or otherwise arising out of the execution hereof, including any claim based on contract, tort or statute, the parties agree to undertake a good faith effort to resolve or otherwise settle such controversy, dispute or claim. If such an undertaking fails, the controversy, dispute, or claim shall be adjudicated and each of the parties hereto consents to the jurisdiction of any state or federal court located within the City of Los Angeles, State of California, and irrevocably agrees that all actions or proceedings relating to this Agreement or any agreement or instrument executed hereunder. In this connection each of parties waives any objection which it may have based on improper venue or forum non convenient to the conduct of any such action or proceeding in any such court and waives personal service of any

and all process upon it, and consents to all such service of process made in the manner set forth in Paragraph 2 immediately above. Nothing contained in this Paragraph 9 shall affect the right of either party to serve legal process on the other party in any other manner permitted by law. Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other for any special, incidental, consequential or exemplary damages arising directly or indirectly out of either party's non-performance or breach of this Agreement, even if the other party is informed of the possibility of such damages, whether claimed under this contract, in tort or on any other legal theory.

10. **Injunctive relief:** LICENSEE recognizes the unique and special nature and value of the use of the Licensed Trademarks and agrees that it is extremely difficult and impractical to ascertain the extent of the detriment to LICENSOR which would be caused in the event of any manufacture, sale, or distribution of Licensed Products or use of the Licensed Trademarks contrary to the terms of this Agreement. LICENSEE furthermore acknowledges that LICENSOR will have no adequate remedy at law in the event LICENSEE uses the Licensed Trademarks or any of the Licensed Products in any way not expressly permitted hereunder, and agrees that LICENSOR shall be entitled to equitable relief by way of temporary and permanent injunctions, and such other and further relief as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein and available to LICENSOR at law or equity.
11. **Attorney's Fees to Prevailing Party:** In the event a controversy, dispute, or claim is adjudicated as hereinabove provided, the parties agree that the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs of suit.
12. **Additional Undertakings of Licensee:** LICENSEE hereby covenants and agrees as follows:
 - (a) LICENSEE shall not challenge or attack the right of LICENSOR to grant the license hereunder or the legality of the terms hereof;
 - (b) LICENSEE shall not create or attempt to create any expense chargeable directly or indirectly to LICENSOR;
 - (c) LICENSEE shall notify LICENSOR in writing if LICENSEE knows or suspects that any unauthorized party is duplicating the Licensed Products or any products and selling such so-called "knock-off" or "bootleg" items anywhere in the Territory; and

- (d) LICENSEE shall provide LICENSOR with a copy of any written complaint relating to any Licensed Product upon receipt of such complaint by LICENSEE or any Affiliate of LICENSEE.
13. **Further Acts:** Each party hereto agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
14. **Construction:** This Agreement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either party. All Section and Paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement shall not be construed against either party because it was drafted by the attorney representing such party.
15. **Advice of Counsel:** LICENSEE hereby represents and warrants that it (i) has read this Agreement; (ii) has had the advise of counsel of their own choosing with respect to the terms and conditions hereof; and (iii) fully understands the legal significance of said terms and conditions.
16. **Counterparts:** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.
17. **Non-Discrimination:** With respect to its exercise of all uses, rights, and privileges herein granted, LICENSEE agrees that it shall not discriminate against any person, because of race, color, creed, national origin, age, sex, sexual orientation, handicap, or veteran status.
18. **Waiver:** Failure or inability of any party to enforce any right hereunder shall not waive any right to enforce said right in the future.
19. **County Lobbyist:** LICENSEE agrees that each "County Lobbyist" as defined in the Los Angeles County Code Section 2.160.010, retained by the LICENSEE, shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the LICENSEE to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the LICENSOR may immediately terminate this Agreement, upon written notice thereof to LICENSEE.
20. **Termination for Improper Consideration:** LICENSOR may, by written notice to LICENSEE, immediately terminate the right of LICENSEE to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any LICENSOR Officer,

employee or agent of the LICENSOR with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to the LICENSEES' performance pursuant to the Agreement. In the event of such termination, LICENSOR shall be entitled to pursue the same remedies against LICENSEE as it could pursue in the event of default by the LICENSEE. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

21. **No Joint Venture**: Nothing herein contained shall be deemed to constitute this a joint venture or partnership between the parties and none of them shall be responsible for any obligations of the others, except as herein specifically provided.
22. **Force Majeure**: Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations, except for the obligation to pay amounts owed under this Agreement, by reason of any fire, earthquake, flood, hurricane, tornado, substantial snowstorm, epidemic, accidental explosions, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or any municipal, county, state or national ordinance or law or executive, administrative, or judicial order (which is not a result of any act or omission which would constitute a default hereunder,) or any failure or delay or any transportation, power, communications system or any other or similar cause beyond the party's reasonable control.
23. **Copyright Ownership**: LICENSOR agrees that all dies, artwork and designs LICENSEE produces to manufacture the Licensed Products are, for copyright purposes, expressly and solely owned by LICENSEE. LICENSEE acknowledges and agrees that it has no intellectual property rights in LICENSOR's name and Licensed Trademarks apart from its right to use the Licensed Trademarks pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF LOS ANGELES

Date: _____

By: _____

Name: _____

Title: Chairman, Board of Supervisors

JOSTENS, INCORPORATED

Date: 8/28/06

By: [Signature]

Name: Mile Sessaf

Title: Director, Strategic Sales

LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT

Date: _____

By: [Signature]

Name: Leroy D. Baca

Title: Sheriff

SACHI HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By: _____

Name: _____

Title: Deputy

APPROVED AS TO FORM:

By: [Signature]

Name: PAUL YOSHINAGA

Title: Deputy County Counsel

EXHIBIT A

TRADEMARKS

a)



b) LOS ANGELES COUNTY SHERIFF'S DEPARTMENT